

**ANNOUNCEMENT  
ANNE ARUNDEL COUNTY, MARYLAND  
Annapolis, Maryland**

**INVITATION FOR BID**

**BID NO. 09-132  
UNARMED SECURITY GUARD SERVICES**

**NOTICE TO BIDDERS**

Specifications and Bid Responses for providing the subject items/services are available at the Anne Arundel County Purchasing Division, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401, and will be received until **1:30 pm**, local time, **TUESDAY, December 8, 2009**, at the same location after which they will be publicly opened and read in the Patuxent Room on the same floor. **Bids received after the above-referenced time set for opening will be rejected.**

To all Bidders: Anne Arundel County Purchasing Division will no longer automatically mail complete bid packages. Instead, we encourage anyone receiving this Notice to review and download a bid package from either the County website at [www.aacounty.org](http://www.aacounty.org). or [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com). A copy of the bid package may also be picked up at the above address during normal business hours.

**\*\*IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this Invitation for Bid with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid\*\***

Note: Questions concerning this Specification and Bid Response should be directed to Kim Lee, Buyer, phone (410) 222-4142.

William Schull, C.P.M., CPPB  
Purchasing Agent  
November 4, 2009

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**Solicitation Check List**

**THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE**

- \_\_\_\_\_ Bid Response shall be delivered to the County Purchasing Department no later than the date and time shown in the Solicitation. Did you visit our website at (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) for any addenda?
- \_\_\_\_\_ Did an authorized company representative (reference Section 1.25) sign the Bid Response Form?
- \_\_\_\_\_ Did an authorized company representative sign and notarize the Affidavit form?
- \_\_\_\_\_ Did you include the required signature authority documents, if required?
- \_\_\_\_\_ Did you include a signed copy of the completed Vendor Information Form?
- \_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to [www.sdat.org](http://www.sdat.org).
- \_\_\_\_\_ If this Solicitation requires a Bid deposit, did you include one?
- \_\_\_\_\_ Did you provide one original and one copy of your response?
- \_\_\_\_\_ Is the outside of the submittal envelope marked with the Bid Number, the title, the due date, your company name, and your company address?
- \_\_\_\_\_ Did you check the County's web site for any Addenda and include a signed copy of each with your Bid Response?

**MANDATORY REQUIREMENTS**

The following item(s) are **MANDATORY** and shall be submitted with Bid Response/Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Bid Response/Proposal, the Bid/Response/Proposal shall be considered null and void, and therefore, will be rejected.

- (A) County's Bid Response Form
- (B) Affidavit Form

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Sealed bids or proposals addressed to the County Purchasing Agent will be received in the Office of the Purchasing Agent, Anne Arundel County, Maryland, until 1:30 p.m., local time, December 8, 2009, and will be publicly opened at 1:30 p.m., local time, on that date.

**BID SPECIFICATIONS**

**SECTION ONE – GENERAL INSTRUCTIONS**

- 1.1 INSTRUCTIONS** – Instructions, forms, and specifications may be obtained in person or by mail from the Anne Arundel County Office of the Purchasing Agent, The Heritage Office Complex, 2660 Riva Road, Third Floor, Annapolis, Maryland, 21401.
- 1.1.1 All Bids shall be submitted in duplicate on and in accordance with forms for this purpose, which are available at the Office of the Purchasing Agent.
  - 1.1.2 All Bids are to be submitted in a sealed envelope. Bidders may obtain an envelope for this purpose at the time of requesting bid forms.
  - 1.1.3 Each Bid shall be accompanied by a notarized affidavit (non-collusion oath/anti-bribery) executed by the Bidder or, if the Bidder is a business entity, by a duly authorized representative of the business entity. The form for this oath is provided in this IFB and can also be obtained by the Office of the Purchasing Agent.
  - 1.1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Office of the Purchasing Agent.
  - 1.1.5 Any Bidder finding any discrepancy in or omission from the Specifications resulting in doubt as to their meaning, or feeling that the Specifications are discriminatory, shall notify the County Purchasing Agent in writing not less than ten (10) business days prior to the scheduled opening of the bids. These exceptions in no way obligate the County to change its Specifications. The County Purchasing Agent will notify all Bidders by written addendum of any interpretations made of the Specifications.
  - 1.1.6 The County shall assume no responsibility for oral communications. All official correspondence in regard to the Specifications should be directed to and shall be issued by the County Purchasing Agent in writing.
  - 1.1.7 To better ensure fair competition and to permit a determination of the lowest Bidder, Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.
  - 1.1.8 Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet County requirements and consistent with County policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Bidders.
  - 1.1.9 In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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**1.2 TAXES: RESPONSIBILITY FOR PAYMENT, EXEMPTIONS, FORMS TO BE FILED, ETC.**

- 1.2.1 The Successful Bidder is responsible for paying and, by submitting a Bid, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this Invitation for Bid. The Successful Bidder is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.
- 1.2.2 All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

**1.3 RESERVATIONS**

- 1.3.1 The County Purchasing Agent reserves the right to reject any or all Bids or parts of Bids when, in his or her judgment, the public interest will be served thereby.
- 1.3.2 The County Purchasing Agent reserves the right to waive formalities or technicalities in Bids as the interest of the County may require.
- 1.3.3 The quantities appearing in this IFB are approximate only and are prepared for the canvassing of bids. Payment to the Successful Bidder will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased, or omitted without invalidating the Bid.
- 1.3.4 The County Purchasing Agent reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as shall, in his or her judgment, be in the best interest of the County.
- 1.3.5 The County Purchasing Agent may waive minor differences in specifications provided these differences neither violate the specification intent nor materially affect the operation for which goods or services are being purchased and do not increase estimated maintenance and repair costs to the County.

**1.4 SUBSTITUTES**

- 1.4.1 When an item is designated as “no substitutes”, only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.4.2 For all items not designated “no substitutes”, the County will consider a “County-approved equal.” Equivalent items will be considered provided descriptive literature and specifications accompany the Bid. Each Bidder shall indicate on the Bid Response Form “As Specified”, or the equivalent manufacturer and model number. The County, in its sole discretion, will evaluate and award each item. The Bidder shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the Bid where

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applicable. Failure to submit the above information may be sufficient grounds for rejection of the Bid.

- 1.4.3 No Bidder shall be allowed to offer more than one price on each item even though the Bidder may believe that two or more types or styles will meet specifications. Bidders shall determine for themselves which to offer. If a Bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Purchasing Agent.

**1.5 MATERIAL SAFETY DATA SHEETS**

If goods provided to the County contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet ("MSDS") shall be provided to the Purchasing Agent by the Successful Bidder. This requirement applies to any goods used by the Successful Bidder when providing a service to the County.

**1.6 INSPECTION**

All goods delivered to and services performed for the County shall be subject to final inspection by the County and tests by the testing facilities of the County and other independent testing laboratories as may be designated by the Purchasing Agent. If the result of tests indicates that any part of the goods or services are deficient in any respect, the Purchasing Agent, in his or her absolute discretion, may reject all or any part of the goods or services provided to the County. Variances in goods and services may be waived upon approval by the Purchasing Agent, in his or her absolute discretion.

**1.7 DISPUTES**

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the County Purchasing Agent shall be final and binding on both parties. The County Purchasing Agent may request the recommendation in writing of the head of the County Agency using the goods or service, the Standards and Specifications Committee, or other sources.

**1.8 LAW AND REGULATIONS**

The Successful Bidder shall comply with all applicable Federal, State, and local laws and ordinances. The Successful Bidder shall protect and indemnify Anne Arundel County, Maryland, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Bidder and by any subcontractors, agents, or employees.

**1.9 EQUAL OPPORTUNITY**

- 1.9.1 It is the policy of Anne Arundel County, Maryland, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all County contracts for supplies and services.
- 1.9.2 Every Contractor doing business with the County shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Bidder shall also agree to comply with all

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Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

**1.10 INDEMNITY**

If a Contract is awarded, the Successful Bidder shall be required to indemnify, defend, and hold the County harmless from and against all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Bidder's performance of the Contract awarded.

**1.11 TERMINATION PROCESS**

1.11.1 Termination for Convenience:

Notwithstanding anything contained herein, the County may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The County shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.

1.11.2. The Successful Bidder shall be provided 30 days notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the County's Purchasing Agent.

1.11.3. This Agreement may be terminated by the County upon at least seven (7) days notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the County; (2) continued Work is deemed by the County, in its sole discretion, not to be in the best interests of the County; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

1.11.4 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the County may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the County's option, become the County's property. The County shall pay the Successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the County may take all steps necessary to collect damages.

**1.12 OPTIONAL USE OF CONTRACT**

1.12.1 The Successful Bidder reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of

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all parties pursuant to special requirements, which may be appended thereto. The Successful Bidder agrees to notify the issuing body of those entities that wish to use any contract resulting from this IFB and shall also provide usage information, which may be requested.

1.12.2 The County assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this IFB. All purchases and payment transactions shall be made directly between the Successful Bidder and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Bid Response.

**1.13 CORPORATION REGISTRATION**

1.13.4 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 (“SDAT”) before doing any business in this State.

1.13.5 All Bidders that are business entities shall be and present evidence that they are in good standing with SDAT.

**1.14 REFERENCES TO ALTERNATE TERMS**

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change, shall not be part of any Contract with a Successful Bidder and shall be disregarded by the County.

**1.15 PAYMENT TERMS**

Payment terms, unless otherwise noted, shall be net thirty (30) days.

**1.16 ASSIGNMENT**

The Contract resulting from this IFB and the compensation, which may become due thereunder are not assignable except with prior written approval of the County.

**1.17 AVAILABILITY OF FUNDS**

The obligations of the County under any Contract awarded pursuant to this IFB are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

**1.18 INTERPRETATION**

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

**1.19 INTEGRATION**

The IFB, the Successful Bidder’s Bid, and the County’s Purchase Order contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties hereon.

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**1.20 FAIR LABOR STANDARDS**

The Successful Bidder shall comply with all applicable provisions of the Federal Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Bidder's employees for which the County may be found jointly or solely liable.

**1.21 CHANGES**

1.21.1 The Successful Bidder may request changes within the general scope of this and any contract resulting from this IFB. If a requested change causes an increase or decrease in the cost to an equitable adjustment of the price or schedule or both, and shall reflect such adjustment in a change order. The Successful Bidder shall not perform requested changes unless both parties execute a written change order, and, if the Successful Bidder proceeds to perform such changes without a written change order, it does so at its own risk. The cost any goods, materials, or services covered by a Change Order or of any claim for an adjustment in the price shall be determined as provided in this Section.

1.21.2 The County may, at any time, by written order, make changes within the general scope of any contract resulting from this IFB.

1.21.3 Where additional goods or services, neither specifically nor generally included in any contract resulting from this IFB are necessary in the sole judgment of the County, the County shall work with the Successful Bidder to define such goods or services and shall agree, in writing via a change order executed by both parties prior to provision of such goods or services, upon the goods or services, a reasonable price (if any) for the goods or services, and a reasonable period of time for the Successful Bidder to perform under the Contract. Strict compliance with this Section shall be a prerequisite to the Successful Bidder receiving payment for the additional goods or services.

1.21.4 In the event the Successful Bidder is unsure as to whether any good or service is within the scope of any contract resulting from this IFB, the Successful Bidder shall first confer with the County's Purchasing Agent prior to provision of such goods or services and shall obtain his determination as to whether such goods or services are included within the scope of the Contract. If the parties cannot agree on a reasonable fee or time period to provide such goods or services or cannot agree whether the goods or services are within the scope of the Contract, the Successful Bidder shall be required to provide the goods or services if necessary due to an emergency or to avoid a negative impact on any schedule. During and after such the provision of goods or services, the parties shall continue to endeavor in good faith to reach an agreement on a reasonable fee and time period for performance under the Contract and to agree on whether the goods or services are additional goods or services.

1.21.5 Notwithstanding anything to the contrary contained in this Section, if the parties are unable to agree on a change order or on the cost of goods or services required under a change in sufficient time to maintain any schedule, the County may direct the Successful Bidder to provide the additional goods or services if the additional goods or services are necessary due to an emergency or to avoid a negative impact on any schedule, and the

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cost shall be determined or otherwise agreed to at a subsequent date. Upon receipt of such directed change order, the Successful Bidder shall promptly provide the goods or services, which shall be provided in accordance with any contract resulting from this IFB.

**1.22 MOST FAVORED PUBLIC ENTITY**

The Successful Bidder agrees that the prices charged the County under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

**1.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

The Successful Bidder shall repair, or cause to be repaired, at its own cost any and all damage to County facilities, buildings, or grounds caused by the Successful Bidder or employees, subcontractors, or agents of the Successful Bidder. Such repairs shall be made immediately after awareness of damage, or notice by County, but in no event more than thirty (30) days after the occurrence.

**1.24 CONDITIONS FOR PURCHASING ELSEWHERE**

1.24.1 Should the Successful Bidder fail to perform as specified, in accordance with the terms and conditions specified herein, the Purchasing Agent shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Bidder, and may be deducted from any funds payable or which may become payable to the Successful Bidder.

1.24.2 The Purchasing Agent may reject, at his sole discretion, any goods or services ordered from the Successful Bidder if they are delivered or performed subsequent to the placement of orders elsewhere.

**1.25 SIGNATURES REQUIRED FOR LEGAL ENTITIES (FOR CONTRACTS GREATER THAN \$150,000)**

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Interested Party.

**TYPE OF LEGAL ENTITY:**

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<b>Company/Corporation or Professional Service Corporation</b>  <i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd.," "Professional Association," "P.A.")</i>	NO PROOF NEEDED IF SIGNED BY:  President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  By-Laws, Articles of Incorporation, or a Corporate Resolution
<b>Partnerships</b>	NO PROOF NEEDED IF SIGNED BY:  Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  Statement of Partnership Authority
<b>Limited Partnerships</b>  <i>("L.P.")</i>	NO PROOF NEEDED IF SIGNED BY:  General Partner	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  Certificate of Limited Partnership
<b>Limited Liability Company / Corporation</b>  <i>("LLC" or "LC")</i>	NO PROOF NEEDED IF SIGNED BY:  President or Vice President	IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:  Operating Agreement or Articles of Organization of the LLC
<b>Religious Corporations and Churches</b>	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: By-Laws, Articles of Incorporation, or Corporate Resolution
<b>Limited Liability Partnerships and Limited Liability Limited Partnerships</b>  <i>("L.L.P." or "LLLP")</i>	PROOF ALWAYS NEEDED	ENTITY SHALL PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Note: this chart does not cover unincorporated associations.

**1.26 CHANGES/ERASURES TO BID RESPONSE**

To be considered, all erasures, interpolations and other changes in the Bid Response shall be signed or initialed by the Bidder.

**1.27 BIDDER'S UNDERSTANDING OF THE SCOPE OF IFB AND DUE DILIGENCE**

By submitting a Bid in response to this IFB, the Bidder represents that it has read and understands this IFB, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this IFB or any resulting Contract. The failure or omission of any Bidder to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Bidder from any obligations with respect to its Bid Response or to any resulting Contract.

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**1.28 BID RESPONSE MODIFICATIONS OR WITHDRAWAL**

- 1.28.1 A Bid Response may be modified or withdrawn by the Bidder anytime before the time and date set for the receipt of Bid Responses upon notice to the Purchasing Division in writing.
- 1.28.2 Modified and withdrawn Bids, clearly marked and dated, may be resubmitted to the Purchasing Division up to the time and date set for the receipt of Bid Responses.
- 1.28.3 No Bid Response may be unilaterally modified or withdrawn after the time set for the receipt of Bid Response and for ninety (90) calendar days thereafter.

**1.29 ADDENDA TO IFB - CHANGE IN ISSUING ADDENDA**

**\*\*IMPORTANT NOTICE\*\*:** The Purchasing Division no longer provides written notification of addenda to solicitations. The Purchasing Agent will notify Bidders of any changes, additions, or deletions to the Specifications by addenda posted on the Anne Arundel County, Maryland, Purchasing Division's website. As of July 1, 2008, it is the potential Bidder's responsibility to frequently visit the Purchasing Division's website at <http://www.aacounty.org/CentServ/Purchasing/index.cfm> to obtain Addenda once they have received a copy or downloaded a copy of a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. A Bid may be rejected if any addendum is not signed and submitted with the Bid.\*\*

**1.30 CONTENT**

The contents of the Bid Response of the Successful Bidder may become contractual obligations. Failure of the Successful Bidder to accept these obligations in a Contract may result in cancellation of the award, and the Successful Bidder may not be eligible for future solicitations.

**1.31 CONFLICT OF INTEREST**

- 1.31.1 By submission of a Bid Response, Bidder agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance by this IFB or any resulting contract of its services. The Bidder shall further covenant that, in the performance of any contract, the Bidder shall not employ any person or entity having any such known conflict.
- 1.31.2 Failure of the Bidder to provide any information requested in the IFB may result in disqualification of the Bid Response.

**1.32 HEADINGS**

The words and phrases used in the heading of various sections and parts of this IFB are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the IFB.

**1.33 IFB TEXT EMPHASIS**

Throughout this IFB, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

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**1.34 PARENT COMPANY**

If a Bidder is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Bid Response.

**1.35 ASSIGNMENT AND DELEGATION**

Except for assignment of antitrust claim, a party to any Contract resulting from this IFB may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

**1.36 ACCEPTANCE OF TERMS AND CONDITIONS**

By submitting a Bid Response to this IFB, the Successful Bidder accepts the terms and conditions set forth herein.

**1.37 EXECUTIVE ORDER #24**

Pursuant to Executive Order 24, Bidders are required to comply with all applicable laws and regulations relating to the employment of aliens. If a Bidder fails to comply with applicable laws and regulations relating to employment of aliens, such failure shall constitute a material breach of the Bidder's contractual relationship with the County and shall be grounds for termination of the contractual relationship. By submitting a Response to this IFB, the Bidder certifies that it is aware of its obligations under Executive Order 24 and that it complies with all applicable laws and regulations relating to the employment of aliens.

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**SECTION TWO – GENERAL SPECIFICATIONS**

**2.1 SCOPE**

- 2.1.1 These Specifications are intended to provide trained unarmed security guards to maintain order and defuse conflict for employees and clients utilizing various departmental facilities throughout Anne Arundel County,
- 2.1.2 All services shall be performed by the Successful Bidder, and shall be delivered ready in all aspects to be placed in normal operating service.

**2.2 BLANKET ORDER RELEASE**

The agreement set forth is essentially a price agreement and the execution of the agreement or the receipt of a Purchase Order does not authorize the Successful Bidder to deliver or release any material to any department in the County. Authorization for materials to be delivered shall be by Blanket Order Release issued by the Purchasing Agent.

Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

**2.3 TERM OF BLANKET ORDER CONTRACT**

This Contract shall be in effect for one (1) year. This Contract may be renewed up to an additional four (4) one-year periods with the same terms and conditions at the sole discretion of Anne Arundel County, Maryland. After the initial term, any one-year renewals will be subject to the availability and appropriation of County funds.

**2.4 WARRANTY AND SERVICE**

The Successful Bidder warrants any goods furnished shall be of the highest quality, shall comply with Specifications, and shall be free from all defects in workmanship and materials for at least one (1) year. Any defective goods shall be immediately replaced free of cost to the County.

**2.5 DELIVERY/INSTALLATION OF GOODS**

- 2.5.1 Successful Bidder shall guarantee delivery of goods or services at designated County locations listed in this Invitation to Bid.
- 2.5.2 Successful Bidder shall state the number of calendar days required to deliver each item to the County following notification of an award.
- 2.5.3 Successful Bidder shall provide a delivery ticket for each item delivered, marked clearly with the purchase order number issued by the County for the goods purchased and, if applicable, the name, model, and serial number.
- 2.5.4 The County Purchasing Agent reserves the right to charge the Successful Bidder fifty dollars (\$50.00) per working day for each day the goods or services are not delivered in accordance with the delivery schedule. The per-diem charge may be invoked at the discretion of the County Purchasing Agent, shall be considered liquidated damages, and shall be deducted from the Bid Deposit or final payment, or charged back to the Successful Bidder.

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**2.6 PROCUREMENT CARD**

- 2.6.1 The County retains the option to use the County procurement card for the purchase of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the authorization of the cardholder and shall not exceed the limit placed on the cardholder's procurement card. The Successful Bidder may receive orders by phone, facsimile, or other forms of notification from authorized County employees. The Successful Bidder may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the County agency. For partial shipments or performance, the Successful Bidder may process a payment only for the amount shipped or completed and NOT for the entire amount ordered by the County agency. Upon shipment or completion of the remaining order, the Successful Bidder may process a payment request to the credit card network for the remainder of the order. The Successful Bidder may not charge the County for any fees related to the use of a procurement card.
- 2.6.2 For all transactions, the Successful Bidder shall have a valid W-9 form on file with the Anne Arundel County, Maryland, Office of Finance.

**2.7 REGULAR DEALER**

Quotes shall be considered only from Bidders that qualify as a "regular dealer." A "regular dealer" means a person or entity that owns, operates, or maintains a store, warehouse, or other establishment in which the goods required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the Bidder shall engage in, as its principal business and in its own name, the purchase and sale of the goods that are the subject of this IFB.

**2.8 BID DEPOSIT**

No Bid Deposit required.

**2.9 AWARD OF CONTRACT**

- 2.9.1 The County Purchasing Agent shall award all Contracts to the lowest responsible, responsive Bidder, as determined by the County Purchasing Agent, not earlier than seven (7) days after the public opening of bids. Price, delivery time, and compliance with the Technical Specifications shall be prime factors in determining the Successful Bidder as provided by applicable County law. The decision of the Purchasing Agent is final.
- 2.9.2 A cash discount shall be considered in determining the award.
- 2.9.3 Any other considerations for the award shall be stated in the Specifications and Bid Response.
- 2.9.4 Anne Arundel County, Maryland, reserves the right to accept or reject any bid and to procure no or any quantity of goods or services that are the subject of this IFB, as deemed in its best interest of the County by the Purchasing Agent. After all other proper evaluation, an award shall be made on an individual item basis, or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the lowest responsive, responsible Bidder meeting or exceeding the requirements of this IFB.

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**2.10 INSURANCE REQUIREMENTS**

Unless otherwise required by Special Conditions of this Invitation for Bids, if a Contract is awarded, the Successful Bidder shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than set forth below:

**2.10.1 COMMERCIAL GENERAL LIABILITY INSURANCE**

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

**2.10.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE**

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

**2.10.3 WORKERS' COMPENSATION INSURANCE**

Statutory benefits as required by Maryland law and, when required, the U. S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

**2.10.4 On all Commercial General Liability and Business Automobile Liability Insurance policies, Anne Arundel County, Maryland, its agents, servants, and employees shall be named as an additional insureds, which shall be shown on the insurance certificates furnished to the County under this Section.**

2.10.5 The Successful Bidder shall provide the County with Certificates of Insurance evidencing the coverage required above. Such certificates shall provide that the County be given at least thirty (30) days prior written notice of any cancellation of, intention not to renew, or material change in coverage. The Successful Bidder shall provide certificates of insurance before commencing work in connection with the Contract.

**2.10.6 Providing any insurance required herein does not relieve the Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in any resulting Contract or for which the Successful Bidder may be liable by law or otherwise.**

2.10.7 Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

**2.11 PRICE ADJUSTMENTS**

2.11.1 All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the County will entertain a request for price adjustments up to the Consumer Price Index in place exactly sixty (60) days prior to the renewal date. The Successful Bidder shall request all price adjustments in writing at least sixty (60) days prior to the renewal date.

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- 2.11.2 For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.11.3 The County reserves the right to accept, reject, or modify the request for a price adjustment. If the County approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.

**2.12 AGREEMENT**

Successful Bidder shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Bidder shall have an authorized person (as shown under Section 1.25) sign a similar agreement tailored to meet this IFB as part of the Contract.

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**SECTION THREE – TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF SERVICES**

- 3.1.1 The Successful Bidder shall provide security guards as detailed in the IFB. Anne Arundel County reserves the right to cancel services on any day wherein local government closes County buildings due to inclement weather.
- 3.1.2 The Successful Bidder shall be paid based on an agreed upon hourly rate. Overtime is billable for additional hours requested by the County.
- 3.1.3 The Successful Bidder shall provide supervision to guards to include time/shift control and monthly field visits to monitor officers.
- 3.1.4 The Successful Bidder shall make a contact person or persons available during operating hours as noted in Exhibit A to provide coordination with the County. This person shall be responsible for ensuring that adequate staffing is supplied at all times.
- 3.1.5 The Successful Bidder shall be responsible for providing a replacement within two (2) hours in the event that a guard must abandon his position for any reason or does not report as scheduled.
- 3.1.6 The Successful Bidder shall provide on-going in-service training programs for guards.
- 3.1.7 The Successful Bidder shall meet with the Contract Monitor monthly at 2666 Riva Road to ensure that requirements are being met.
- 3.1.8 The Successful Bidder shall provide daily written reports to include incident reports to the County office manager at the facility.
- 3.1.9 The Successful Bidder shall monitor shift arrival and departure times, and provide continuity of guards at each site. Guards shall call the Successful Bidder upon arrival to shift to report in. Guards shall notify the Successful Bidder within ten (10) minutes after start of shift if second guard has not arrived.
- 3.1.10 The Successful Bidder shall instruct guards in advance as to site-specific job duties, and conduct to include but not be limited to:
  - 3.1.10.1 Standing during methadone dispensing hour
  - 3.1.10.2 Patrolling site as appropriate
  - 3.1.10.3 Documenting and reporting clients loitering, using obscene language, speaking loudly or threateningly to other clients or staff, or other inappropriate behaviors
  - 3.1.10.4 Assessing and defusing potential client altercations

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- 3.1.10.5      Securing sites at close of business
- 3.1.10.6      Escorting staff to vehicles as needed
- 3.1.10.7      Monitoring parking in unauthorized areas
- 3.1.10.8      Assisting in other office responsibilities as appropriate
- 3.1.11      The Successful Bidder shall maintain a pool of site specific guards during the term of the Contract. In the event that the pool is depleted, a supervisor of the Successful Bidder shall accompany the untrained guard to the site and provide site specific instructions.
- 3.1.12      The Successful Bidder shall adhere to post orders developed by the various sites.
- 3.1.13      Facility site coordinators or designee shall be able to communicate with the guard on duty at all times, either by the Successful Bidder supplied walkie-talkies, or cellular phones.

**3.2      RESPONSIBILITIES OF THE SUCCESSFUL BIDDER**

- 3.2.1      The Successful Bidder shall agree to attend scheduled monthly meetings at the Anne Arundel County Department of Health to discuss the Contract and/or delivery of contracted services.
- 3.2.2      The Successful Bidder shall provide files, records, and statistical access for Contract compliance to authorized representatives of the Department of Health for monitoring and auditing purposes. Documents shall include resumes, interview files, time sheets, etc.
- 3.2.3      If the Successful Bidder's performance fails to meet quality and quantity standards as outlined herein, the County shall have the right to withhold payment in the amount appropriate until such time as the matter is resolved or agreeable action is taken.
- 3.2.4      The Successful Bidder shall contact the Contract Monitor, immediately if unable to fulfill any provisions of the Contract or if there is any provision, which requires further interpretation.

**3.3      PERSONNEL REQUIREMENTS OF THE SUCCESSFUL BIDDER**

- 3.3.1      All clients/guest/staff must show designated Department of Health Identification Badge, or sign in and out to include arrival and departure times.
- 3.3.2      All guards shall immediately report to facility site coordinators or their designee the following infractions:
  - 3.3.2.1      Weapons possession immediately
  - 3.3.2.2      Verbal threats to staff or other clients
  - 3.3.2.3      Buying or selling illegal substances or exchanging of money
  - 3.3.2.4      Loitering on or near premises

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- 3.3.2.5 Suspicious of client impairment due to alcohol or illegal substances
- 3.3.2.6 Non-compliant behaviors, once verbal instructions have been given
- 3.3.3 All guards supplied by the Successful Bidder shall be alert at all times.
- 3.3.4 All guards supplied by the Successful Bidder shall be at their assigned post unless making authorized building rounds.
- 3.3.5 Building rounds shall be made by the Successful Bidder at varying times every thirty minutes (30) during the shift.
- 3.3.6 All guards supplied by the Successful Bidder shall be unarmed, wear the Successful Bidder's provided uniform, and keep a neat and professional appearance.
- 3.3.7 All guards supplied by the Successful Bidder shall adhere to State and Federal Confidentiality Regulations to protect Mental Health and Addictions clients. Guards shall be required to sign a confidentiality statement as shown in Exhibit B to this solicitation. Regulations shall be explained to all guards by the program manager at each site. Confidentiality of Alcohol and Drug Abuse. Patient records (42 U.S.C. 29 odd - 3, 42 U.S.C. 290 ee - 3.42 C.F.R. Part 2).
- 3.3.8 All guards supplied by the Successful Bidder shall be alcohol and drug free while on duty. All guards shall adhere to State and County Substance Abuse Regulations and successfully pass a Controlled Dangerous Substance Urinalysis screening and be subject to periodic random testing at the Successful Bidder's expense.
- 3.3.9 All guards supplied by the Successful Bidder shall have at all times a Successful Bidder's supplied communication device such as walkie-talkies, or cellular telephone.
- 3.3.10 All guards supplied by the Successful Bidder shall be physically fit, at least eighteen (18) years of age, a high school graduate or equivalent, and a United States citizen or legal alien.
- 3.3.11 All guards supplied by the Successful Bidder shall be prohibited from utilizing station telephones except for emergency purposes.
- 3.3.12 All guards supplied by the Successful Bidder shall refrain from smoking, socializing with clients, reading, or watching television while on duty.
- 3.3.13 All guards supplied by the Successful Bidder shall be subject to a criminal background investigation, to include but not limited to checking the sex offenders' list, and shall not have a criminal record other than minor traffic violations. The Successful Bidder shall be responsible for all fees.
- 3.3.14 All guards shall be able to read, write, and communicate orally in the English language.

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**3.4. BIDDERS REQUIREMENTS**

Bidders shall meet the following requirements to be considered for a Contract. Failure to do so may be cause for rejection of the IFB.

3.4.1 General

3.4.1.1 The Successful Bidder shall have adequately lead trained security guards to perform the services. The Bidder shall include training certificates and schools attended for each guard covered under this IFB. The Bidder shall also describe its training program for the Security Guards to be provided under this Contract.

3.4.1.2 The Successful Bidder shall comply with all Federal, State, and Local Laws and Regulations applicable to its activities and obligations under the Contract.

3.4.1.3 The Successful Bidder shall ensure quality of service including but not limited to:

3.4.1.3.1 Fully trained security guards.

3.4.1.3.2 Two-way communications system between site coordinators and guards.

3.4.2 Experience

The Bidder shall demonstrate that it has been providing the type of Security Guard Services described in this IFB for at least the last five (5) years. The Bidder shall also describe the types of Security Guard Services in which the firm specializes and a brief history of the firm.

3.4.3 References

The Bidder shall include with Bid Response a minimum of three (3) references of unrelated organizations (preferably health organizations) for which successful services of similar scope have been performed. All references shall include the name, title, and telephone number of a contact that is familiar with the Bidder's work.

3.4.4 Personnel Structure/Contract Management

The Bidder shall demonstrate that it has the necessary personnel and management team in place to carry out successfully the duties and responsibilities specified in this IFB. The Bidder shall include with its Bid Response the resumes of key personnel assigned to the Contract and describe their specific roles and responsibilities.

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3.4.5 Methods Utilized to Accomplish Service

The Bidder shall demonstrate with its Bid Response all activities related to security guard services and a detailed description of the approach that the Bidder will use in carrying out the Specifications of this IFB.

3.4.6 Administrative Capacity

The Bidder shall demonstrate with its Bid Response its ability to maintain accurate records and such statistical information as required for daily, monthly, and quarterly reports.

**3.5 BIDDERS QUALIFICATIONS**

3.5.1 Qualifications

3.5.1.1. The Successful Bidder shall have prior experience with security guard services or managing a service for similar clientele.

3.5.1.2 The Successful Bidder shall have references, which indicate that the Successful Bidder has the ability, based on previous experience with the referenced firm in a project of similar scope, to develop and carry out a successful program.

3.5.1.3 The Successful Bidder shall have the capability and experience in planning, developing, coordinating, implementing, and evaluating security guard services in conjunction with other organizations, non-profit agencies, and/or local governments.

3.5.1.4. The Successful Bidder shall indicate the number of years, descriptions, and examples of the Successful Bidder's experience working cooperatively with other organizations and entities on a similar Contract.

3.5.2 Staffing

3.5.2.1 The Successful Bidder shall assign appropriate staff with the training and experience to provide the services specified in this IFB.

3.5.2.2 The Successful Bidder shall designate appropriate supervision for the program.

3.5.2.3 The Successful Bidder shall have organizational structure to facilitate good management of the program.

**3.6 CONTRACT REQUIREMENTS**

3.6.1 The Successful Bidder shall agree to and cooperate with verification of stated credentials and experience and shall grant permission for background investigations of any or all employees or entities involved in the service.

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- 3.6.2 The Successful Bidder shall be required to enter into a contractual Agreement with the County. The contents of this IFB and the Bid Response will be incorporated into the resulting Agreement. The County will enter into a Contract only with the Successful Bidder, and the Successful Bidder shall be required to comply with and provide assurance and certification as to certain Contract requirements and provisions.
- 3.6.3 Performance Requirements and Penalties for Non-Performance
- 3.6.3.1 The Successful Bidder shall provide a replacement guard.(\$25.00 penalty per occurrence of non-performance.)
- 3.6.3.2 The guard shall report loitering on or near the premises immediately to the site coordinator. (\$50.00 penalty per occurrence of non-performance.)
- 3.6.3.3 The guard shall assess and attempt to defuse potential client altercations quickly and effectively. (\$50.00 penalty per occurrence of non-performance.)
- 3.6.3.4 The guard shall assure that the sites are secured at the close of each business day. (\$50.00 per occurrence of non-performance.)
- 3.6.3.5 The guard shall assure that all equipment is in proper operating order, for example, walkie-talkie. (\$25.00 penalty per occurrence of non-performance.)
- 3.6.3.6 The guard shall maintain a neat, clean, and professional appearance at all times and wear the Successful Bidder's supplied uniform. (\$25.00 penalty per occurrence of non-performance.)
- 3.6.3.7 The guard shall report inappropriate client behaviors. (\$50.00 penalty per occurrence of non-performance.)
- 3.6.3.8 The guard shall prohibit any abusive, rude, threatening, obscene, or vulgar behavior, and any activity on the part of clients, guests, or employees, which might be considered injurious to an individual's person or self respect. (\$25.00 penalty per occurrence of non-performance.)
- 3.6.3.9 The guard shall prohibit smoking on the part of clients and guests on or about the premises. (\$25.00 penalty per occurrence of non-performance.)
- 3.6.3.10 The guard shall provide accurate and timely daily and monthly reports of security services. (\$25.00 penalty per occurrence of non-performance.)
- 3.6.3.11 The guard shall refrain from smoking, socializing with clients, reading, watching television, wearing or listening to personal radios or electronic devices, or any other inappropriate action while on duty. (\$25.00 penalty per occurrence of non-performance.)
- 3.6.4 Contract Monitoring
- The sole point of contact for matters relating to the Contract shall be the Contract Monitor. The Successful Bidder shall contact this person immediately if unable to fulfill

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any provisions of the Contract, or if there are any questions regarding the interpretation of the provisions of the Contract.

**3.6.5 Contract Management**

The Successful Bidder shall assign a senior supervisor to the Contract. This person shall be responsible for the coordination and execution of the Contract.

**3.6.6 Monitoring Activity**

3.6.6.1 The Successful Bidder shall be required to make available all books, records, documents, and other evidence of activity upon receipt of notice for inspection, review or audit by Federal, State, or County personnel whose official duties require such inspections, review, or audit. Other persons as authorized by the department shall have the same access at reasonable times.

3.6.6.2 The Successful Bidder shall retain all books, records, and other relevant documents for no less than three (3) years after the date of final payment or resolution of audit finding, whichever is later.

3.6.6.3 The Successful Bidder shall agree that if any allowable expenditures or irregularities are discovered during an audit, the Successful Bidder is responsible for making available to the County written records of timesheets, invoices, and other required documentation an auditor may request. If an audit discovers such irregularities, the records must be kept by the Successful Bidder as long as necessary until the issue is satisfactorily resolved.

**3.7 SUBCONTRACTING**

The Successful Bidder shall not subcontract any part of this Contract at any time without prior authorization by the Anne Arundel County.

**3.8 PRICING**

All costs associated with this Contract shall be included in the hourly rate specified in the Bid Response. The Successful Bidder shall be paid only for hours worked while on-site. The County shall not pay for travel time, expenses, or meal breaks.

**3.9 INVOICING**

The Successful Bidder shall submit a monthly invoice in triplicate to the Contract Monitor, Robert E. Perrone, or designee 2666 Riva Road, Suite 310, P O Box 6675, Annapolis, Maryland 21401. Payment will be made within thirty (30) days of the receipt of an approved invoice. Payment made by Anne Arundel County must be accepted as payment in full, and no additional charge is to be made to any person for services.

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**3.10 SITE LOCATIONS**

The site locations are specified in Exhibit A along with the number of hours and guards to be placed at each location listed. Total hours are 404.5 hours per week. Hours and locations are subject to change. Anne Arundel County will provide two (2) weeks notice of any impending change in hours or locations.

**3.11 HOLIDAYS**

The County will only pay for holidays worked as requested by the County.

3.11.1 County holidays observed and offices are closed are as follows:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Washington Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- Days of general and congressional elections, not including primary elections, throughout the State

3.11.2 County Floating holidays observed and offices are opened are as follows:

- Lincoln's Birthday
- Defender's Day
- Columbus Day

3.11.3 National holidays observed and offices are closed are as follows:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

**3.12 OVERTIME**

The County will only pay for overtime worked as requested by the County. Overtime will apply to hours worked over forty (40) hours per week.

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**EXHIBIT A**

**SITE LOCATIONS AND SERVICE HOURS**

1. **Adult Addictions Clinic**, 122 North Langley Road, Suite B, Glen Burnie, MD 21060 with security guards as follows for 147.5 hours total.

Monday - Friday

1 guard	5:00 A.M. - 11:30 A.M. (6.5 hrs. per day)
2 guards	5:30 A.M. - 11:30 A.M. (6 hrs per day)
1 guard	11:30 A.M. - 5:30 P.M. (6 hrs per day)

Saturday and Sunday

1 guard	5:00 A.M. - 9:30 A.M. (4.5 hrs. per day)
2 guards	5:30 A.M. - 9:30 A.M. (4 hrs. per day)

2. **North County Health Services Center**, 791 Aquahart Road, Glen Burnie, MD 21061 with one security guard to work as follows 2 hours per week, one week per month for a total of 10 hours.

Wednesday

1 guard	5:30 P.M. - 7:30 P.M. (2 hrs. per day)
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Saturday

1 guard	8:30 A.M. – 4:30 P.M. (one 8 hr shift per month, usually the 2 <sup>nd</sup> week subject to change)
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3. **Health Services Building**, 3 Harry S. Truman Parkway, Annapolis, MD 21401 with security guards to work as follows for 48 hours per week.

Monday thru Friday

1 guard	7:00 A.M. – 3:00 P.M. (8 hrs. per day)
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Mondays only

1 guard	3:00 P.M. – 11:00 P.M. (8 hrs per week)
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4. **Glen Burnie Mental Health Office**, 122 North Langley Road, Suite A, Glen Burnie, MD 21060 with one security guards as follows for 56.5 hours per week.

Monday thru Wednesday

1 guard	7:30 A.M. - 8:00 P.M. (12.5 hrs. per day)
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Thursday thru Friday

1 guard            7:30 A.M. - 5:00 P.M. (9.5 hrs. per day)

5.    **Clinical Care Monitoring Program**, 7495 B & A Boulevard, Suite 200, Glen Burnie, Maryland 21061 with security guards as follows for 20 hours total per week.

Monday

1 guard            4:00 P.M. – 8:00 P.M. (4 hours per day)

Tuesday thru Friday

1 guard            1:00 P.M. – 5:00 P.M. (4 hours per day)

6.    **Heritage Office Complex**, 2664 Riva Road, Annapolis, Maryland 21401 with security guard as follows for 40 hours total per week.

Monday thru Friday

1 guard            3:00 P.M. – 11:00 P.M. (8 hours per day)

NOTE: The guard working this shift will be required to assist in other surrounding buildings such as Public Works/Rec & Parks at 1 Harry S Truman Parkway, Annapolis, Maryland 21401 and the Health Department at 3 Harry S Truman Parkway, Annapolis, Maryland 21401.

7.    **Glen Burnie Parking Garage**, 7480 Baltimore & Annapolis Blvd., Glen Burnie, Maryland 21060 with security guards as follows for a total of 88.5 hours per week.

Monday thru Friday

1 guard            7:00 A.M. – 3:00 P.M. (8 hours per day)

1 guard            3:00 P.M. – 11:00 P.M. (8 hours per day)

Saturday

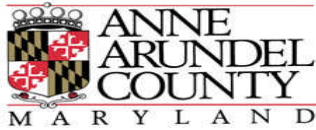
1 guard            8:30 A.M. – 5:00 P.M. (8.5 hours per week)

NOTE: The guard that works the 3:00 p.m. – 11:00 p.m. shift for the Glen Burnie Garage will also be required to secure the Hein Building located at 7320 Ritchie Highway, Glen Burnie, Maryland 21060. This will be part of his or her 8 hr shift Monday through Friday. (Keys, access code and card will be provided).

Note: Total Hours are **404.5** hours per week. Hours and locations are subject to change. Anne Arundel County will provide two (2) weeks notice of any impending change in hours or locations.

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County Executive John R. Leopold

**EXHIBIT B**

Department of Health  
122 Langley Road North, Suite B  
Glen Burnie, MD 21060  
PHONE: 410-222-0100  
FAX: 410-222-0116  
Maryland Relay (TTY users): 1-800-735-2258  
www.aahealth.org

**Edward L. Van Oeveren, M.D., M.P.H.**  
**Health Officer**

**VISITOR CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Visitor Confidentiality and nondisclosure agreement (the "Agreement") is made by the individual whose name and address is set forth below ("Visitor"). This Agreement applies to any Confidential Information obtained or observed by the Visitor while at the Behavioral Health Building, 122 Langley Road North, Glen Burnie, Maryland 21060, including Adolescent Mental Health Clinic, Adolescent Addictions Clinic, Adult Addictions Clinic and Community Treatment Services.

As used in this agreement, "Confidential Information" includes, but is not limited to: (a) clinic medical records; (b) physician's private patient records; (c) medical records received from other health care providers; (d) correspondence addressed to or from workforce members of the Anne Arundel County Department of Health concerning a specific, identifiable patient; (e) patient information verbally given to me by the patient or other persons; (f) patient information that is overheard while present at the Behavioral Health Building; (g) diagnoses; (h) assessments; (i) medical histories; (j) discharge summaries; (k) nursing notes; (l) medications; (m) treatment plans; (n) follow-up care plans; (o) requests for and results of consultations; (p) results of laboratory or other medical tests; (q) demographic data; (r) financial/funding information; (s) the identity of any patient learned while at the Behavioral Health Building and (t) all other types and categories of information to which I know or have reason to know the Anne Arundel department of health intends or expects confidentiality to be maintained in any form – written, verbal, electronic, or printed.

Confidential information. In compliance with 42-C.F.R., Part 2, the Health Insurance Portability & Accountability Act of 1996 and regulations enacted thereunder, and Md. Code Ann., Health General §§ 4-301, et.seq., I, the Visitor, shall not disclose any confidential information to any other party or person (except an authorized Anne Arundel County Department of Health employee with a "need to know") at any time, whether during or after the visit to the Behavioral Health Building. Any disclosure in violation of this Agreement or the above referenced laws may result in criminal or civil penalties.

\_\_\_\_\_  
Signature of Visitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Visitor's Printed Name

Visitor's Address, Position and Affiliation (if visiting in an official, professional or business capacity):  
\_\_\_\_\_  
\_\_\_\_\_

Rev. 05/09





**Anne Arundel County, Maryland**  
**INVITATION FOR BID**  
**BID NO. 09-132**  
**UNARMED SECURITY GUARD SERVICES**

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**REFERENCES**

Please fill out and return references along with bid response form:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

START DATE OF CONTRACT: \_\_\_\_\_

END DATE OF CONTRACT: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

START DATE OF CONTRACT: \_\_\_\_\_

END DATE OF CONTRACT: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

START DATE OF CONTRACT: \_\_\_\_\_

END DATE OF CONTRACT: \_\_\_\_\_

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**BID RESPONSE FORM**  
 (Submit Original and One Duplicate Copy)

Purchasing Agent  
 The Heritage Office Complex  
 2660 Riva Road, 3<sup>rd</sup> Floor  
 Annapolis, Maryland 21401

In accord with your Announcement, the Proposal and Specifications contained herein and dated **November 4, 2009**, and your General Information and Notice to Bidders bearing the same date, we wish to quote the following:

Item #	Estimated Quantities	Description	Per Hour Per Guard	Total
1	21,593 Hrs.	Security Guards – Regular rate	\$_____ per hour/per guard	\$_____
2	144 Hrs.	Overtime rate for Security Guards who work over 40 hrs per week	\$_____ per hour/per guard	\$_____
<b>Grand Total for all Items Inclusive</b>				\$_____

**The person signing the Bid Response shall initial any alterations in figures on this form in ink.**

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**\*\*IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to bid opening. It is the potential Bidder's responsibility to frequently visit the Purchasing Division's website (<http://www.aacounty.org/CentServ/Purchasing/index.cfm>) to obtain Addenda once they have received a copy or downloaded a solicitation. No other notification will occur. In order to receive any addenda issued less than 48 hours prior to bid opening, all Bidders shall register for this IFB with the County Purchasing Division by calling 410-222-7620. \*\***

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**Vendor Information Form**

It is further agreed by the undersigned that upon our receipt of your written advice of the acceptance of our Bid, the necessary contract will be executed within ten (10) calendar days after such notice.

Bidding Firm Name: \_\_\_\_\_

Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification No./SS#: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone: (Toll Free #, if applicable) \_\_\_\_\_ Date: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Terms of Payment: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address, if available: \_\_\_\_\_

Registration # Issued by the MD Dept. of Assessment and Taxation\*: \_\_\_\_\_

(\*See Section 1.13 Corporation Registration)

Name and address of any affiliated company providing goods or services under the agreement: \_\_\_\_\_

In accordance with the County Code, Article 8-2-119, please list any affiliation with a County employee(s) or official(s). **Include name and type of affiliation** (i.e., relative, business associate, etc.). (Write "none" if there are no affiliations.):

- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_
- Name: \_\_\_\_\_ Affiliation: \_\_\_\_\_  
County Agency or Company Name Where Employed \_\_\_\_\_

Does your firm qualify as a Minority Business Enterprise?      Y or N

MBE Designations  Black Male  Black Woman  Women  Asian  Hispanic  None

Printed Name and Title of Agent: \_\_\_\_\_

Signature of Agent\*: \_\_\_\_\_

(\*See Section 1.25 – Signatures Required for Legal Entities)

**The person signing the Bid Response shall initial any alterations in figures on this form in ink.**

We wish to submit a "No Bid" at this time, but request that our company remain on your Bidders list for this commodity/service.

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**AFFIDAVIT**

On behalf of \_\_\_\_\_, I do solemnly declare and affirm, under penalty of perjury,  
(Contractor/Bidder/Offeror)  
that to the best of my knowledge, information, and belief:

1. Neither \_\_\_\_\_, nor any of its officers, directors, or partners, or any  
(Contractor/Bidder/Offeror)  
of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in ' 16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in ' 16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. \_\_\_\_\_ shall not knowingly enter into a contract with a public  
(Contractor/Bidder/Offeror)  
body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither \_\_\_\_\_, nor any employee or representative of  
(Contractor/Bidder/Offeror)  
\_\_\_\_\_  
(Contractor/Bidder/Offeror):

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the bid or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Bidder or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted

Contractor/Bidder/Offeror: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public of the State of \_\_\_\_\_, County or City of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

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**AGREEMENT FOR SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Anne Arundel County, Maryland (the “County”), and \_\_\_\_\_ (the “Contractor”).

WHEREAS, the County issued Invitation for IFB No. \_\_\_\_\_, entitled “\_\_\_\_\_”, a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor’s technical proposal, if any, and cost proposal are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Anne Arundel County Code, the County is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the County agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the “Work”).

2. The County and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.

3. The County shall pay the Contractor in accordance with the fee schedule set forth in Attachment B to this Agreement. Services under this Agreement shall be performed pursuant to Blanket Order Release Purchase Orders issued by the Purchasing Agent. The Finance Officer shall certify availability and encumbrance of funds for each Blanket Order Release Purchase Order issued pursuant to this Agreement, and no payment shall be made to the Contractor absent such certification.

4. The term of this Agreement is \_\_\_\_\_ through \_\_\_\_\_ with four one year renewals, at the sole discretion of the County. If the term of this Agreement extends beyond the County’s current fiscal year, this Agreement is conditioned upon and subject to appropriation

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and availability of funds for that part of the term of this Agreement that extends beyond the County's current fiscal year.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST: ANNE ARUNDEL COUNTY,  
MARYLAND

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: Dennis Callahan Date (SEAL)  
Title: Chief Administrative Officer

[CONTRACTOR NAME]

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: Date (SEAL)  
Title:

Approved.

\_\_\_\_\_  
Purchasing Agent Date

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Office of Law Date